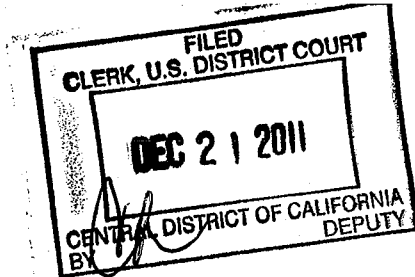


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15 Attorneys for Plaintiff  
16 GILBERT J. ARENAS, JR.



11 UNITED STATES DISTRICT COURT  
12 CENTRAL DISTRICT OF CALIFORNIA

14 GILBERT J. ARENAS, JR., an individual,  
15 Plaintiff,  
16 vs.

17 SHED MEDIA US INC., a Delaware  
18 corporation; LAURA GOVAN,  
19 an individual; and DOES 1 through 10,  
20 inclusive,  
21 Defendants.

CASE NO. 11-cv-5279 DMG -  
PJW

**JOINT MOTION FOR  
PROTECTIVE ORDER**

22 Plaintiff Gilbert J. Arenas, Jr. and Defendant Shed Media US Inc.  
23 (collectively, the "Parties") hereby jointly move this Court for the entry of a  
24 protective order pursuant to Federal Rules of Civil Procedure Rule 26(c), for good  
25 cause, to protect each party's confidential materials, research, development, or  
26 commercial information.  
27  
28

1 The Parties have agreed to be bound by the terms of the stipulated protective  
2 order attached hereto as Exhibit 1, and respectfully request that this Court enter the  
3 stipulated protective order.

4 Respectfully submitted,

5  
6 Dated: December 20, 2011

GORDON & REES LLP

7 By s/Yuo-Fong C. Amato  
8 C. Anthony Mulrain  
9 Richard P. Sybert  
10 Yuo-Fong C. Amato  
Attorneys for Plaintiff  
GILBERT J. ARENAS, JR.

11 Dated: December 20, 2011

SHEPPARD, MULLIN, RICHTER &  
HAMPTON LLP

13 By s/James E. Curry  
14 James E. Curry  
15 Valerie E. Alter  
16 Attorneys for Defendant  
17 SHED MEDIA US INC.  
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**SIGNATURE CERTIFICATION**

I hereby certify that the content of this document is acceptable to James E. Curry, attorney for Defendant Shed Media US Inc., and that I have obtained Mr. Curry's authorization to affix their electronic signature to this document.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and executed on December 20, 2011, in the City of Bethlehem, State of Pennsylvania.

Dated: December 20, 2011

s/Yuo-Fong C. Amato  
Yuo-Fong C. Amato

**CERTIFICATE OF E-FILE SERVICE**

I hereby certify that on December 20, 2011, a copy of the foregoing document and all attendant documents were filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. All other parties will be served by regular U.S. Mail (N/A). Parties may access this filing through the Court's electronic filing system.

JAMES E. CURRY, Cal. Bar No. 115769  
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VALERIE E. ALTER, Cal. Bar No. 234032  
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Los Angeles, California 90067-6017  
Telephone: 310-228-3700  
Facsimile: 310-228-3701

*Counsel for Defendant  
Shed Media US Inc.*

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and executed on December 20, 2011, in the City of San Diego, State of California.

s/ Yuo-Fong C. Amato  
Yuo-Fong C. Amato

## **Exhibit 1**

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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

GILBERT J. ARENAS, JR., an individual,  
Plaintiff,

vs.

SHED MEDIA US INC., a Delaware  
corporation; LAURA GOVAN,  
an individual; and DOES 1 through 10,  
inclusive,  
Defendants.

CASE NO. CV 11-05279-DMG  
(PJWx)

~~PROPOSED~~ STIPULATED  
PROTECTIVE ORDER

///

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///

1 Having considered the parties' proposed Stipulated Protective Order set  
2 forth below and finding good cause therefore, it is hereby ORDERED that the  
3 following Stipulation between the parties shall be the Order of the Court:

4 **PURPOSE AND LIMITATIONS.** The parties acknowledge that each  
5 possesses, controls, or has in its custody certain non-public information that  
6 constitutes confidential, proprietary, or private information for which special  
7 protection from public disclosure and from use for any purpose other than this  
8 litigation is warranted. The parties acknowledge that this Order does not confer  
9 blanket protections on all disclosures or responses to discovery and that the  
10 protection this Order affords extends only to the limited information or items that  
11 are entitled under the applicable legal principles to treatment as confidential. The  
12 parties further acknowledge that this Order creates no entitlement to file  
13 confidential information under seal and that Local Civil Rule 79-5 sets forth the  
14 procedures that must be followed and reflects the standards that will be applied  
15 when a party seeks permission from the court to file material under seal. The  
16 parties agree to cooperate for the purpose of limiting – to the extent possible – the  
17 need to file materials under seal.

18 **1. DEFINITIONS.**

19 **1.1.** The term "Action" means this Case No. CV 11-05279 DMG  
20 (PJWx) and any subsequent adjudication of the claims asserted herein by and  
21 among any of the parties to this case, including but not limited to requests to  
22 enforce or challenge any award entered or any appeals or retrials.

23 **1.2.** The term "Designating Party" means a party or non-party that  
24 designates any Disclosure in this Action as "Confidential" or "Attorneys' Eyes  
25 Only."

26 **1.3.** The term "Disclosure" means any item, document, or  
27 information, regardless of the medium or manner generated, stored, or maintained  
28 (including, among other things, testimony, transcripts, and tangible things) that is

1 produced, made available for inspection, or generated in response to discovery or  
2 through any other means of disclosure in this Action other than at court  
3 proceedings.

4           **1.4.** The term “In-House Counsel” means any attorney who is an  
5 employee of a party, or of an entity under common control of a party, who is  
6 responsible for managing litigation for that party.

7           **1.5.** The term “Outside Counsel” means any attorney who is not an  
8 employee of a party, or of an entity under common control of a party, but who is  
9 retained to represent or advise a party in this Action.

10           **1.6.** The term “Producing Party” means a party or non-party that  
11 provides a Disclosure in this Action.

12           **1.7.** The term “Professional Vendor” means a person or entity that  
13 provides litigation support services (e.g., photocopying; videotaping; translating;  
14 preparing exhibits or demonstrations; organizing, storing, or retrieving data in any  
15 form; trial or jury consulting; etc.) and employees and subcontractors thereof.

16           **1.8.** The term “Protected Information” means any Disclosure that is  
17 designated as “Confidential” or “Attorneys’ Eyes Only.”

18           **1.9.** The term “Receiving Party” means a party that receives a  
19 Disclosure from a Producing Party.

20           **2. SCOPE.** The protections conferred by this Order cover all Protected  
21 Information; any information copied or extracted therefrom; all copies, excerpts,  
22 summaries, and compilations thereof; and all testimony, conversations, and  
23 presentations by the parties or their counsel that might reveal Protected  
24 Information other than in proceedings before the Court.



1           **3. DURATION.** This Order shall survive the termination of this Action  
 2 and shall remain in full force and effect unless modified by an Order of this Court  
 3 or other court of competent jurisdiction or by the written stipulation of the parties  
 4 filed with this Court.

5           **4. DESIGNATING PROTECTED INFORMATION.**

6           **4.1. "Confidential" Designation.** Any party (including any third  
 7 party who is producing documents or information in the Action) may designate as  
 8 "Confidential" and subject to this Protective Order any Disclosure or portion  
 9 thereof that the party believes in good faith to contain trade secrets; competitively  
 10 sensitive technical, marketing, financial, or sales information or other proprietary  
 11 or confidential business information; private or confidential personal information  
 12 of a party or third party; or information received in confidence from a third party.

13           **4.2. "Attorneys' Eyes Only" Designation.** A party (including any  
 14 third party who is producing documents or information in the Action) may  
 15 designate as "Attorneys' Eyes Only" and subject to this Protective Order any  
 16 Disclosure or portion thereof that the party believes in good faith to contain highly  
 17 sensitive business or personal information, the disclosure of which is likely to  
 18 cause significant harm to an individual or to the business or competitive position of  
 19 the party.

20           **4.3. Exercise of Restraint and Care in Designating Protected**  
 21 **Information.** A Designating Party must take care to designate as Protected  
 22 Information only those parts of Disclosures that qualify so that other portions of  
 23 the Disclosures for which protection is not warranted are not swept unjustifiably  
 24 within the ambit of this Order. Mass, indiscriminate, or routinized designations are  
 25 prohibited. Designations that are shown to be clearly unjustified or that have been  
 26 made for an improper purpose (e.g., to unnecessarily encumber or retard the case  
 27 development process, or to impose unnecessary expenses and burdens on other  
 28 parties) may expose the Designating Party to sanctions if such improper

1 designations are not reasonably withdrawn or corrected upon request by the  
2 Receiving Party. If after designating a Disclosure as Protected Information the  
3 Designating Party believes that such Disclosure does not qualify for the level of  
4 protection asserted, the Designating Party shall promptly notify all other parties in  
5 writing and, if the Designating Party was the Producing Party, shall promptly  
6 correct the mistaken designation by providing a replacement production marked in  
7 accordance with Section 4.5 below.

8           **4.4. Timing of Designations.** Except as otherwise provided in this  
9 Section 4.4, a Producing Party shall designate any Disclosure that qualifies for  
10 protection under this Order at or before such time that the Disclosure is produced  
11 or disclosed to a Receiving Party. A Producing Party that makes original  
12 documents or materials available for inspection need not designate them for  
13 protection until after the Receiving Party has indicated which material it would like  
14 copied and produced. During the inspection and before the designation, all of the  
15 material made available for inspection shall be treated as having “Attorneys’ Eyes  
16 Only” designation. After the Receiving Party has identified which portions of the  
17 Disclosure it wants copied and produced, the Producing Party must determine to  
18 what extent those portions of the Disclosure qualify for protection under this  
19 Order, and, before producing the specified portions of the Disclosure, the  
20 Producing Party shall affix where applicable the appropriate legend of  
21 “Confidential” or “Attorneys’ Eyes Only” in the manner provided in Section 4.5,  
22 or otherwise in a manner sufficient to identify the information as “Confidential” or  
23 “Attorneys’ Eyes Only.”

24           **4.5. Manner of Designations.** Disclosing Parties shall designate  
25 Protected Information as “Confidential” or “Attorneys’ Eyes Only” as follows:

26           **4.5.1. Documents.** In the case of documents produced in  
27 response to requests for production, interrogatories, requests for admission, or  
28 otherwise disclosed during discovery or the course of this Action, designation shall

1 be made by placing on every page containing Protected Information the legend  
2 "Confidential" or "Attorneys' Eyes Only" as applicable, or otherwise in a manner  
3 sufficient to identify the information as "Confidential" or "Attorneys' Eyes Only."  
4 The foregoing shall not preclude the inclusion of additional text in the legend, such  
5 as "Subject to Protective Order" or other similar designation. The "Confidential"  
6 and "Attorneys' Eyes Only" designations shall be deemed to apply to the pages so  
7 marked and to the information contained therein. If only a portion of the material  
8 on a page qualifies for protection, the Designating Party shall clearly identify the  
9 protected portion (e.g., by making appropriate markings in the margins) and shall  
10 specify, for each such portion, the level of protection being asserted (i.e.,  
11 "Confidential" or "Attorneys' Eyes Only"), or otherwise in a manner sufficient to  
12 identify the information as "Confidential" or "Attorneys' Eyes Only."

13 **4.5.2. Depositions.** Proceedings at a deposition may be  
14 designated as "Confidential" or "Attorneys' Eyes Only" by the Designating Party  
15 identifying on the record, before the close of the deposition, the portions of the  
16 proceedings that qualify as "Confidential" or "Attorneys' Eyes Only." When it is  
17 impractical to identify separately each portion of testimony that is entitled to  
18 protection, and when it appears that substantial portions of the testimony may  
19 qualify for protection, the Designating Party may invoke on the record, before the  
20 conclusion of the deposition, a right to have up to fourteen days to review the  
21 transcript and identify the specific portions of the testimony as to which protection  
22 is sought and to specify the level of protection being asserted (i.e., "Confidential"  
23 or "Attorneys' Eyes Only"). During that fourteen-day period, the transcript and  
24 testimony will be treated as "Attorneys' Eyes Only." Arrangements shall be made  
25 with the court reporter taking and transcribing such deposition, to separately bind  
26 such portions of the transcript containing Protected Information and to label such  
27 portions with the appropriate legend of "Confidential" or "Attorneys' Eyes Only"  
28 as instructed by the Designating Party.

1                   **4.5.3. Non-Paper Media.** For Disclosures produced in some  
 2 form other than on paper, and for any tangible items other than papers, the  
 3 Designating Party shall affix in a prominent place on the exterior of such non-  
 4 paper media the legend "Confidential" or "Attorneys' Eyes Only" as applicable. If  
 5 only portions of such non-paper Disclosures warrant protection, the Designating  
 6 Party shall, to the extent practicable, identify the protected portions, specifying  
 7 whether they qualify as "Confidential" or "Attorneys' Eyes Only." In the event a  
 8 Receiving Party generates any hard copy reproduction of such non-paper media  
 9 Disclosures, such Receiving Party shall mark and treat such hard copy with the  
 10 appropriate legend(s) as set forth for documents in Paragraph 4.5.1 above, or  
 11 otherwise in a manner sufficient to identify the information as "Confidential" or  
 12 "Attorneys' Eyes Only."

13                   **4.6. Failures to Designate; No Waiver.** The parties shall take  
 14 reasonable precautions and use best efforts to protect against the improper or  
 15 unauthorized disclosure of Protected Information. Disclosures of Protected  
 16 Information that should have been designated as such (or designated at a higher  
 17 level of protection) shall not be deemed a waiver of a party's claim of  
 18 confidentiality, either as to the specific Disclosures or as to any other information  
 19 concerning the same or related subject matter. Such a Disclosure of Protected  
 20 Information may be rectified by written notice to all Receiving Parties promptly  
 21 after the Producing Party learns of the Disclosure that should have been designated  
 22 as Protected Information (or designated at a higher level of protection). Such  
 23 written notice shall constitute a designation of the Disclosure as "Confidential" or  
 24 "Attorneys' Eyes Only" Protected Information as the case may be, and the  
 25 Producing Party shall promptly provide a replacement production marked in  
 26 accordance with Section 4.5 above, or otherwise in a manner sufficient to identify  
 27 the information as "Confidential" or "Attorneys' Eyes Only." The Receiving  
 28 Party shall make reasonable efforts to ensure that the material so designated is

1 treated in accordance with the provisions of this Order.

2 **5. ACCESS TO PROTECTED INFORMATION.**

3 **5.1. Access to “Attorneys’ Eyes Only” Information.** Absent  
4 written permission from the Designating Party or an Order from this Court and  
5 unless otherwise provided in this Order, Disclosures designated “Attorneys’ Eyes  
6 Only” shall be used solely for the purpose of this Action and may be disclosed only  
7 to the following persons:

8 **5.1.1.** Outside Counsel in this Action and all attorneys,  
9 paralegals, and administrative and clerical employees of the law firm of such  
10 Outside Counsel;

11 **5.1.2.** experts and consultants who are assisting Outside  
12 Counsel in the preparation for any deposition, hearing, trial, or other proceeding in  
13 this Action and who agree to be bound by the terms of this Order by executing the  
14 “Agreement to Be Bound by Protective Order” (Exhibit A)(the parties are not  
15 required to disclose the names of these individuals to the other party, except as  
16 required pursuant to required expert designation);

17 **5.1.3.** the Court and its personnel;

18 **5.1.4.** any court reporter, videographer, or interpreter  
19 transcribing, recording, or interpreting testimony that includes Protected  
20 Information;

21 **5.1.5.** any person identified by the Designating Party or on the  
22 face of a protected Disclosure as an author, recipient, or authorized custodian of  
23 the Disclosure or the Protected Information contained therein;

24 **5.1.6.** Professional Vendors hired by and under the control and  
25 supervision of Outside Counsel and necessary to assist Outside Counsel in  
26 preparation for trial or in fulfilling a party’s discovery obligations;

27 **5.1.7.** attorney Eva Kwan of Hiscox USA, who may share  
28 documents with other attorneys at Hiscox, and information from the documents

1 with others at Hiscox, but will keep all such "Attorney's Eyes Only" documents in  
2 a separate file maintained by Ms. Kwan, which will not be in the general file area  
3 of Hiscox USA; and

4                   **5.1.8.** any other person agreed upon by the parties in writing or  
5 as Ordered by the Court.

6                   **5.2. Access to "Confidential" Information.** Absent written  
7 permission from the Designating Party or an Order from this Court and unless  
8 otherwise provided in this Order, Disclosures designated "Confidential" shall be  
9 used solely for the purpose of this Action and may be disclosed only to the  
10 following persons:

11                   **5.2.1.** any person having access to "Attorneys' Eyes Only"  
12 information as provided in Section 5.1 above;

13                   **5.2.2.** current employees (including independent contractors  
14 whose primary job is to work at the Receiving Party's office or facility), officers,  
15 and directors of a party to this Action to whom Outside Counsel believes  
16 disclosure to be reasonably necessary for this Action;

17                   **5.2.3.** former employees (including independent contractors  
18 whose primary job is to work at the Receiving Party's office or facility), In-House  
19 Counsel, officers, and directors of a party to this Action to whom Outside Counsel  
20 believes disclosure to be reasonably necessary for this Action;

21                   **5.2.4.** during their depositions, witnesses in the Action to whom  
22 Outside Counsel believes disclosure to be reasonably necessary;

23                   **5.2.5.** any person who is a superior to any person identified by  
24 the Designating Party or on the face of a protected Disclosure as an author,  
25 recipient, or authorized custodian of the Disclosure or the Protected Information  
26 contained therein;

27                   **5.2.6.** attorney Eva Kwan of Hiscox USA, who may share  
28 information and documents with others at Hiscox, but will keep all such



1 “Confidential” documents in a separate file maintained by Ms. Kwan, which will  
2 not be in the general file area of Hiscox USA; and

3 5.2.7. any other person agreed upon by the parties in writing or  
4 as Ordered by the Court.

5 5.3. **Storage and Copies of Protected Information.** The recipient  
6 of any Protected Information shall maintain such Protected Information in a secure  
7 and safe area and shall exercise the same standard of due care with respect to the  
8 storage, custody, use, or dissemination of such Protected Information as is  
9 exercised by the recipient with respect to its own proprietary information.  
10 Protected Information shall not be copied, reproduced, summarized, or abstracted  
11 except to the extent that such copying, reproduction, summarization, or abstraction  
12 is intended for the conduct of this Action and believed in good faith to be  
13 appropriate for that purpose. Any such copies, reproductions, summaries, and  
14 abstracts shall be subject to the terms of this Order and labeled in the same manner  
15 as the Protected Information upon which they are based. This provision shall not  
16 apply to the Court or court personnel.

17 6. **CHALLENGING CONFIDENTIALITY DESIGNATIONS.** A  
18 party shall not be obligated to challenge the propriety of a “Confidential” or  
19 “Attorneys’ Eyes Only” designation at the time made, and failure to do so shall not  
20 preclude a subsequent challenge thereto during the pendency of this Action. In the  
21 event that any party to this Action disagrees with such a designation, such party  
22 may provide to the Designating Party written notice of its disagreement with the  
23 designation. The parties shall first try to resolve such dispute in good faith on an  
24 informal basis. If the dispute cannot be resolved, the party challenging the  
25 designation may request appropriate relief from the Court in accordance with Local  
26 Rules 37-1 and 37-2 (including the Joint Stipulation requirement). The  
27 Designating Party will carry the burden of proving that it properly designated the  
28 subject Disclosure as “Confidential” or “Attorneys’ Eyes Only.” Any challenged

1 designation will remain in force until otherwise determined, either by agreement of  
2 the parties or by Order of the Court, as provided herein.

3       **7. FILING UNDER SEAL.** In accordance with Local Rule 79-5.1, if  
4 any papers to be filed with the Court contain information and/or documents that  
5 have been designated as "Confidential" or "Attorneys' Eyes Only," the proposed  
6 filing shall be accompanied by an application to file the papers or the portion  
7 thereof containing the designated information or documents (if such portion is  
8 segregable) and if appropriate, the application itself under seal, and the application  
9 shall be directed to the judge to whom the papers are directed.

10       **8. NO APPLICATION TO PUBLIC OR OTHERWISE**  
11 **AVAILABLE INFORMATION.** Notwithstanding the designation of any  
12 Disclosure as "Confidential" or "Attorneys' Eyes Only," the same shall not be  
13 deemed Protected Information subject to this Order if the substance thereof:

14               **8.1.** is, at the time of disclosure by the Disclosing Party, public  
15 knowledge by publication or otherwise;

16               **8.2.** becomes, at any time and through no act or failure to act on the  
17 part of the Receiving Party and without breach of any obligation of confidence,  
18 public knowledge;

19               **8.3.** has previously been disclosed in public by the Disclosing Party  
20 to the Receiving Party or any third party without any obligation of confidence to  
21 the Disclosing Party;

22               **8.4.** has been made available to the Receiving Party by a third  
23 person who obtained it by legal means and without any obligation of confidence to  
24 the Disclosing Party;

25               **8.5.** was previously known to the Receiving Party and can be  
26 demonstrated by written documents to have been in the Receiving Party's  
27 possession prior to the disclosure by the Producing Party; or

28               **8.6.** is independently developed or discoverable by employees or



1 consultants of the Receiving Party who did not have access to such Protected  
2 Information.

3  
4 **9. USE OF PROTECTED INFORMATION LIMITED TO THIS**  
5 **ACTION.** The Receiving Party may use Protected Information only for the  
6 purpose of conducting this Action and not for any business or other purpose  
7 whatsoever, unless agreed to in writing by the Producing Party. No Protected  
8 Information or the contents thereof may be disclosed to or used with any  
9 representatives, agent, attorney, or employee of the Receiving Party, except as  
10 provided herein. Nothing contained in this Order shall preclude a Disclosing Party  
11 from using or disseminating its own Protected Information.

12 **10. THIRD PARTY PROTECTED INFORMATION.** In the case of a  
13 third party disclosing documents or information in this litigation, within thirty (30)  
14 days after receipt of a Disclosure from any such third party in this Action, any  
15 party to this Action may designate any portion of such Disclosure as  
16 "Confidential" or "Attorneys' Eyes Only" under this Order if such Disclosure has  
17 not otherwise been so designated by the third party.

18 **11. INADVERTENT DISCLOSURE.** If a Receiving Party discloses  
19 Protected Information through inadvertence or otherwise to any person or party not  
20 authorized under this Protective Order, the Receiving Party shall immediately  
21 notify the Disclosing Party of the disclosure, and the Receiving Party shall use its  
22 best efforts to promptly retrieve all copies of any Disclosure containing such  
23 Protected Information and to bind such person to the terms of this Protective  
24 Order, including cooperating in obtaining an order of the Court to remedy the  
25 inadvertent disclosure, if necessary. The Receiving Party also shall: (a) promptly  
26 inform such unauthorized person of all the provisions of this Protective Order,  
27 including providing such person with a copy of this Order; (b) identify such person  
28 immediately to the Disclosing Party and inform the Disclosing Party of all

1 pertinent facts relating to the inadvertent disclosure; and (c) request that such  
2 unauthorized person sign the "Agreement to Be Bound by Protective Order"  
3 (Exhibit A).

4 **12. USE OF OWN INFORMATION ALLOWED.** Nothing in this  
5 Order shall prevent any Designating Party to the Action from disclosing or using,  
6 in any manner or for any purpose, information or documents from that Designating  
7 Party's own files merely because the party itself has designated such information  
8 or documents as "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY."

9 **13. EXCLUSION OF INDIVIDUALS FROM DEPOSITIONS.**  
10 Counsel for a Designating Party shall have the right to exclude from oral  
11 depositions any person not authorized to access Protected Information as set forth  
12 in Section 5 above. Such right of exclusion shall be applicable only during periods  
13 of examination or testimony directed to or comprising Protected Information of the  
14 Designating Party.

15 **14. CONCLUSION OF LITIGATION.** Within sixty (60) days of the  
16 termination of all of this Action, whether through settlement or final judgment  
17 (including any and all appeals therefrom), each Receiving Party shall, at the option  
18 of the Receiving Party, either return to the Designating Party or destroy all  
19 Protected Information produced by the Designating Party, except where the  
20 Designating Party has previously requested that certain Protected Information be  
21 returned. However, the parties shall be permitted to retain copies of work product  
22 that incorporates, describes, or refers to Protected Information subject to the other  
23 terms and conditions of this Order. Outside Counsel for each party shall be  
24 entitled to retain all pleadings, motion papers, legal memoranda, correspondence,  
25 work product, trial transcripts, and trial exhibits. This provision shall not apply to  
26 the Court or court personnel.

27 **15. VIOLATIONS OF PROTECTIVE ORDER.** In the event that any  
28 person or party violates or threatens to violate the terms of this Order, the

1 aggrieved Disclosing Party may immediately apply to obtain injunctive relief  
2 against such person or party violating or threatening to violate this Order. The  
3 parties and any other person subject to the terms of this Order agree that this Court  
4 shall retain jurisdiction over it and them for the purpose of enforcing this Order.

5 **16. REQUIRED DISCLOSURES.** If Protected Information is requested  
6 from any Receiving Party by a court, government entity, or third party pursuant to  
7 a valid subpoena or other court order, the party receiving such request shall  
8 immediately notify the other parties to this Action in writing and provide them a  
9 reasonable time in which to object or take steps to protect their interests before any  
10 Protected Information is produced. Nothing contained in this Protective Order is  
11 intended to be construed as authorizing a party to disobey a lawful subpoena issued  
12 in another action.

13 **17. ALL RIGHTS RESERVED.** Any party to this Action may apply to  
14 the Court at any time for a modification of or an exception to this Order. Such  
15 application may be made only after reasonable attempts have been made to meet  
16 and confer with counsel for all other parties to this Action, and all parties shall  
17 have a full and fair opportunity to be heard by the Court before modification of or  
18 exception to this Order.

19 **18. NO WAIVER OF ATTORNEY-CLIENT PRIVILEGE OR**  
20 **WORK-PRODUCT PROTECTION.** If information is produced in discovery  
21 that is subject to a claim of privilege or protection as trial preparation material, the  
22 party making the claim may notify any party that received the information of the  
23 claim and the basis for it. After being notified, a party must promptly return,  
24 sequester, or destroy the specified information and any copies it has; must not use  
25 or disclose the information until the claim is resolved; must take reasonable steps  
26 to retrieve the information if the party disclosed it before being notified; and may  
27 promptly present the information to the court under seal for a determination of the  
28 claim. The Producing Party must preserve the information until the claim is

1 resolved. Any disclosure or production in discovery in this Action of documents  
2 that are protected by the attorney-client privilege or subject to work-product  
3 protection will not constitute a waiver of either any available privilege or  
4 protection by the disclosing party as a consequence of such disclosure or  
5 production. This provision does not, however, prevent a party from raising some  
6 other basis as establishing that the Producing Party has otherwise waived the  
7 attorney-client privilege or work product protection as to the materials produced,  
8 or that such privilege or protection does not apply to the materials produced.

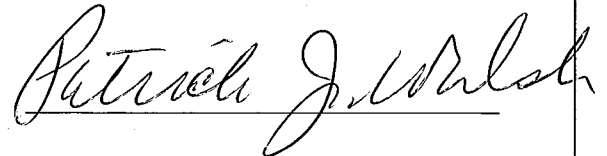
9 **19. NO WAIVER OF OBJECTIONS, PRIVILEGES.** Nothing  
10 contained in this Order shall affect or waive any party's right to object to the  
11 admissibility, discoverability, or privileged or exempted nature of any Disclosure,  
12 all such objections and exemptions being specifically preserved.

13 **20. MODIFICATION OR EXCEPTION UPON WRITTEN**  
14 **AGREEMENT.** The parties may agree in writing to reasonable modifications of  
15 or exceptions to this Order; however, no modification or exception by the parties  
16 shall have the force or effect of a Court Order unless the Court endorses such  
17 modification or exception.

18 **21. HEADINGS.** The headings herein are provided only for the  
19 convenience of the parties and are not intended to define or limit the scope of the  
20 express terms of this Order.

21  
22 IT IS SO ORDERED.

23  
24 DATED: 12/21/11

  
25  
26  
27  
28

**EXHIBIT A**

**AGREEMENT TO BE BOUND BY PROTECTIVE ORDER**

I, \_\_\_\_\_, hereby acknowledge that I have received a copy of the Protective Order entered in this action (Case No. CV 11-05279 DMG (PJWx)) by the United States District Court for the Central District of California (hereinafter the "Protective Order") and further state and agree to the following:

1. I have either read and understood the Protective Order or have had the terms of the Protective Order explained to me by my attorney.

2. I understand the terms of the Protective Order and agree to comply with and to be bound by such terms.

3. If I receive documents or information designated as "Confidential" or "Attorneys' Eyes Only" (as those terms are defined in the Protective Order), I understand that such information is provided to me pursuant to the terms and restrictions of the Protective Order.

4. I agree to hold in confidence and not further disclose or use for any purpose other than as expressly permitted by the Protective Order any documents or information disclosed to me pursuant to the terms of the Protective Order.

5. I hereby submit myself to the jurisdiction of the United States District Court for the Central District of California for resolution of any matter or dispute pertaining to the Protective Order and my receipt of information or documents pursuant to the Protective Order.

Date:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_